



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

**Division of Facilities Construction and Management**

**DFCM**

## **STANDARD LOW BID PROJECT**

**September 6, 2006**

# **SEATING IMPROVEMENTS RANDALL JONES THEATER**

**SOUTHERN UTAH UNIVERSITY  
CEDAR CITY, UTAH**

DFCM Project Number 06124730

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Current copies of the following documents are hereby made part of these contract documents by reference. These documents are available on the DFCM web site at <http://dfcm.utah.gov> or are available upon request from DFCM.

DFCM General Conditions dated May 25, 2005.

DFCM Application and Certification for Payment dated May 25, 2005.

Technical Specifications: Southern Utah University and Seating Manufacturer

**The Agreement and General Conditions dated May 25, 2005 have been updated from versions that were formally adopted and in use prior to this date. The changes made to the General Conditions are identified in a document entitled Revisions to General Conditions that is available on DFCM's web site at <http://dfcm.utah.gov>**

## INVITATION TO BID

Only firms that have been invited to submit bids on this project are allowed to bid on this project

Sealed bids will be received by the Division of Facilities Construction and Management (DFCM) for:

**SEATING IMPROVEMENTS - RANDALL JONES THEATER**  
**SOUTHERN UTAH UNIVERSITY – CEDAR CITY, UTAH**  
**DFCM PROJECT NO: 06124730**

<b><u>Company</u></b>	<b><u>Contact</u></b>	<b><u>Fax</u></b>
Fetzer Architectural Woodworking (Irwin Seating)	Garth Linder	801-484-6122
KI (Canter & Associates)	Ben Jenkinson	801-328-4861
American Seating	Debra Drone	303-420-8405

Bids will be in accordance with the Contract Documents that will be available at 8:00 AM on Wednesday, September 6, 2006, and distributed in electronic format only on CDs from DFCM, 4110 State Office Building, Salt Lake City, Utah and on the DFCM web page at <http://dfcm.utah.gov>. For questions regarding this project, please contact Jeff Reddoor, DFCM, at 801-971-9830. No others are to be contacted regarding this bidding process. The construction budget for this project is \$230,700.00.

A **mandatory** pre-bid meeting will be held at 11:00 AM on Wednesday, September 13, 2006 in the Randall Jones Theater at Southern Utah University in Cedar City, Utah. All bidders wishing to bid on this project are required to attend this meeting.

Bids will be received until the hour of 3:00 PM on Thursday, September 21, 2006 at DFCM, 4110 State Office Building, Salt Lake City, Utah 84114. Bids will be opened and read aloud in the DFCM Conference Room, 4110 State Office Building, Salt Lake City, Utah. NOTE: Bids must be received at 4110 State Office Building by the specified time.

Bid security, in the amount of five percent (5%) of the bid, must be submitted as stated in the Instruction to Bidders.

The Division of Facilities Construction and Management reserves the right to reject any or all bids or to waive any formality or technicality in any bid in the interest of DFCM.

DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT  
Marla Workman, Contract Coordinator  
4110 State Office Building, Salt Lake City, Utah 84114

## **PROJECT DESCRIPTION**

Removal and disposal of all old seating currently in the Randall Jones Theater. Replace seating (approximately 769 seats) with new seats as specified in the seating specifications. Construction cannot begin prior to February 26, 2007 and must be completed no later than April 10, 2007.

**PROJECT SCHEDULE**

<b>PROJECT NAME:</b> SEATING IMPROVEMENTS - RANDALL JONES THEATER SOUTHERN UTAH UNIVERSITY – CEDAR CITY, UTAH				
<b>DFCM PROJECT NO.:</b> 06124730				
Event	Day	Date	Time	Place
Bidding Documents Available	Wednesday	September 6, 2006	8:00 AM	DFCM 4110 State Office Bldg SLC, UT or DFCM web site *
<b>Mandatory</b> Pre-bid Site Meeting	Wednesday	September 13, 2006	11:00 AM	Randall Jones Theater Southern Utah University Cedar City, UT
Last Day to Submit Questions	Monday	September 18, 2006	10:00 AM	Jeff Reddoor - DFCM 801-971-9830
Final Addendum Issued	Tuesday	September 19, 2006	10:00 AM	DFCM web site *
Prime Contractors Turn In Bid and Bid Bond / Bid Opening in DFCM Conference Room	Thursday	September 21, 2006	3:00 PM	DFCM 4110 State Office Bldg SLC, UT
Sub-contractor List Due	Friday	September 22, 2006	3:00 PM	DFCM 4110 State Office Bldg SLC, UT
Project Completion	Tuesday	April 10, 2007	Noon	

\* DFCM's web site address is <http://dfcm.utah.gov>



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

**Division of Facilities Construction and Management**

**DFCM**

## BID FORM

NAME OF BIDDER \_\_\_\_\_ DATE \_\_\_\_\_

To the Division of Facilities Construction and Management  
4110 State Office Building  
Salt Lake City, Utah 84114

The undersigned, responsive to the "Notice to Contractors" and in accordance with the "Instructions to Bidders", in compliance with your invitation for bids for the **SEATING IMPROVEMENTS RANDALL JONES THEATER – SOUTHERN UTAH UNIVERSITY - CEDAR CITY, UTAH DFCM PROJECT NO. 06124730** and having examined the Contract Documents and the site of the proposed Work and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of labor, hereby proposes to furnish all labor, materials and supplies as required for the Work in accordance with the Contract Documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the Work required under the Contract Documents of which this bid is a part:

I/We acknowledge receipt of the following Addenda: \_\_\_\_\_

For all work shown on the Drawings and described in the Specifications and Contract Documents, I/we agree to perform for the sum of:

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) (In case of discrepancy, written amount shall govern)

Unit Price No. 1:	Removal and disposal of existing seating	\$_____/each
Unit Price No. 2:	New replacement seating	\$_____/each

I/We guarantee that the Work will be Substantially Complete by **April 10, 2007** after receipt of the Notice to Proceed, should I/we be the successful bidder, and agree to pay liquidated damages in the amount of **\$1,000.00** per day for each day after expiration of the Contract Time as stated in Article 3 of the Contractor's Agreement.

This bid shall be good for 45 days after bid opening.

Enclosed is a 5% bid bond, as required, in the sum of \_\_\_\_\_

The undersigned Contractor's License Number for Utah is \_\_\_\_\_.

Upon receipt of notice of award of this bid, the undersigned agrees to execute the contract within ten (10) days, unless a shorter time is specified in the Contract Documents, and deliver acceptable Performance and Payment bonds in the prescribed form in the amount of 100% of the Contract Sum for faithful performance of the contract.

The Bid Bond attached, in the amount not less than five percent (5%) of the above bid sum, shall become the property of the Division of Facilities Construction and Management as liquidated damages for delay and additional expense caused thereby in the event that the contract is not executed and/or acceptable 100% Performance and Payment bonds are not delivered within the time set forth.

Type of Organization:

\_\_\_\_\_  
(Corporation, Partnership, Individual, etc.)

Any request and information related to Utah Preference Laws:

\_\_\_\_\_

Respectfully submitted,

\_\_\_\_\_  
Name of Bidder

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

# INSTRUCTIONS TO BIDDERS

## 1. **Drawings and Specifications, Other Contract Documents**

Drawings and Specifications, as well as other available Contract Documents, may be obtained as stated in the Invitation to Bid.

## 2. **Bids**

Before submitting a bid, each contractor shall carefully examine the Contract Documents, shall visit the site of the Work; shall fully inform themselves as to all existing conditions and limitations; and shall include in the bid the cost of all items required by the Contract Documents. If the bidder observes that portions of the Contract Documents are at variance with applicable laws, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the bidder shall promptly notify the DFCM Representative and the necessary changes shall be accomplished by Addendum.

The bid, bearing original signatures, must be typed or handwritten in ink on the Bid Form provided in the procurement documents and submitted in a sealed envelope at the location specified by the Invitation to Bid prior to the deadline for submission of bids.

Bid bond security, in the amount of five percent (5%) of the bid, made payable to the Division of Facilities Construction and Management, shall accompany bid. **THE BID BOND MUST BE ON THE BID BOND FORM PROVIDED IN THE PROCUREMENT DOCUMENTS IN ORDER TO BE CONSIDERED AN ACCEPTABLE BID.**

If the bid bond security is submitted on a bid bond form other than DFCM's required bid bond form, and the bid security meets all other legal requirements, the bidder will be allowed to provide an acceptable bid bond by the close of business on the next business day following notification by DFCM of submission of a defective bid bond security. NOTE: A cashier's check cannot be used as a substitute for a bid bond.

## 3. **Contract and Bond**

The Contractor's Agreement will be in the form bound in the specifications. The Contract Time will be as indicated in the bid. The successful bidder, simultaneously with the execution of the Contract Agreement, will be required to furnish a performance bond and a payment bond, both bearing original signatures, upon the forms provided in the procurement documents. The performance and payment bonds shall be for an amount equal to one hundred percent (100%) of the contract sum and secured from a company that meets the requirements specified in the requisite forms. Any bonding requirements for subcontractors will be specified in the Supplementary General Conditions.



**4. Listing of Subcontractors**

Listing of Subcontractors shall be as summarized in the “Instructions and Subcontractor’s List Form”, which are included as part of these Contract Documents. The Subcontractors List shall be delivered to DFCM or faxed to DFCM at (801)538-3677 within 24 hours of the bid opening. Requirements for listing additional subcontractors will be listed in the Contract Documents.

DFCM retains the right to audit or take other steps necessary to confirm compliance with requirements for the listing and changing of subcontractors. Any contractor who is found to not be in compliance with these requirements is subject to a debarment hearing and may be debarred from consideration for award of contracts for a period of up to three years.

**5. Interpretation of Drawings and Specifications**

If any person or entity contemplating submitting a bid is in doubt as to the meaning of any part of the drawings, specifications or other Contract Documents, such person shall submit to the DFCM Project Manager a request for an interpretation thereof. The person or entity submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addenda posted on DFCM’s web site at <http://dfcm.utah.gov>. Neither the DFCM nor A/E will be responsible for any other explanations or interpretations of the proposed documents. A/E shall be deemed to refer to the architect or engineer hired by DFCM as the A/E or Consultant for the Project.

**6. Addenda**

Addenda will be posted on DFCM’s web site at <http://dfcm.utah.gov>. Contractors are responsible for obtaining information contained in each addendum from the web site. Addenda issued prior to the submittal deadline shall become part of the bidding process and must be acknowledged on the bid form. Failure to acknowledge addenda may result in disqualification from bidding.

**7. Award of Contract**

The Contract will be awarded as soon as possible to the lowest, responsive and responsible bidder, based on the lowest combination of base bid and acceptable prioritized alternates, provided the bid is reasonable, is in the interests of the State of Utah to accept and after applying the Utah Preference Laws in U.C.A. Title 63, Chapter 56. DFCM reserves the right to waive any technicalities or formalities in any bid or in the bidding. Alternates will be accepted on a prioritized basis with Alternate 1 being highest priority, Alternate 2 having second priority, etc.

**8. DFCM Contractor Performance Rating**

As a contractor completes each DFCM project, DFCM, the architect/engineer and the using agency will evaluate project performance based on the enclosed “DFCM Contractor Performance Rating” form. The ratings issued on this project will not affect this project but may affect the award on future projects.

**9. Licensure**

The Contractor shall comply with and require all of its subcontractors to comply with the license laws as required by the State of Utah.

**10. Right to Reject Bids**

DFCM reserves the right to reject any or all Bids.

**11. Time is of the Essence**

Time is of the essence in regard to all the requirements of the Contract Documents.

**12. Withdrawal of Bids**

Bids may be withdrawn on written request received from bidder prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

**13. Product Approvals**

Where reference is made to one or more proprietary products in the Contract Documents, but restrictive descriptive materials of one or more manufacturer(s) is referred to in the Contract Documents, the products of other manufacturers will be accepted, provided they equal or exceed the standards set forth in the drawings and specifications and are compatible with the intent and purpose of the design, subject to the written approval of the A/E. Such written approval must occur prior to the deadline established for the last scheduled addenda to be issued. The A/E's written approval will be in an issued addendum. If the descriptive material is not restrictive, the products of other manufacturers specified will be accepted without prior approval provided they are compatible with the intent and purpose of the design as determined by the A/E.

**14. Financial Responsibility of Contractors, Subcontractors and Sub-subcontractors**

Contractors shall respond promptly to any inquiry in writing by DFCM to any concern of financial responsibility of the contractor, subcontractor or sub-subcontractor.

**15. Debarment**

By submitting a bid, the Contractor certifies that neither it nor its principals, including project and site managers, have been, or are under consideration for, debarment or suspension, or any action that would exclude such from participation in a construction contract by any governmental department or agency. If the Contractor cannot certify this statement, attach to the bid a detailed written explanation which must be reviewed and approved by DFCM as part of the requirements for award of the Project.

## BID BOND

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

### KNOW ALL PERSONS BY THESE PRESENTS:

That \_\_\_\_\_ hereinafter referred to as the "Principal," and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_ and authorized to transact business in this State and U. S. Department of the Treasury Listed, (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); hereinafter referred to as the "Surety," are held and firmly bound unto the STATE OF UTAH, hereinafter referred to as the "Obligee," in the amount of \$ \_\_\_\_\_ (5% of the accompanying bid), being the sum of this Bond to which payment the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH** that whereas the Principal has submitted to Obligee the accompanying bid incorporated by reference herein, dated as shown, to enter into a contract in writing for the \_\_\_\_\_ Project.

**NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH**, that if the said principal does not execute a contract and give bond to be approved by the Obligee for the faithful performance thereof within ten (10) days after being notified in writing of such contract to the principal, then the sum of the amount stated above will be forfeited to the State of Utah as liquidated damages and not as a penalty; if the said principal shall execute a contract and give bond to be approved by the Obligee for the faithful performance thereof within ten (10) days after being notified in writing of such contract to the Principal, then this obligation shall be null and void. It is expressly understood and agreed that the liability of the Surety for any and all defaults of the Principal hereunder shall be the full penal sum of this Bond. The Surety, for value received, hereby stipulates and agrees that obligations of the Surety under this Bond shall be for a term of sixty (60) days from actual date of the bid opening.

**PROVIDED, HOWEVER**, that this Bond is executed pursuant to provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to same extent as if it were copied at length herein.

**IN WITNESS WHEREOF**, the above bounden parties have executed this instrument under their several seals on the date indicated below, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Principal's name and address (if other than a corporation):**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Principal's name and address (if a corporation):**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
(Affix Corporate Seal)

**Surety's name and address:**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-Fact (Affix Corporate Seal)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, personally appeared before me \_\_\_\_\_, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

Resides at: \_\_\_\_\_

Agency: \_\_\_\_\_  
Agent: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

NOTARY PUBLIC

Approved As To Form: May 25, 2005  
By Alan S. Bachman, Asst Attorney General

**Division of Facilities Construction and****INSTRUCTIONS AND SUBCONTRACTORS LIST FORM**

The three low bidders, as well as all other bidders that desire to be considered, are required by law to submit to DFCM within 24 hours of bid opening a list of **ALL** first-tier subcontractors, including the subcontractor's name, bid amount and other information required by Building Board Rule and as stated in these Contract Documents, on the following basis:

**PROJECTS UNDER \$500,000 - ALL SUBS \$20,000 OR OVER MUST BE LISTED**  
**PROJECTS \$500,000 OR MORE - ALL SUBS \$35,000 OR OVER MUST BE LISTED**

- Any additional subcontractors identified in the bid documents shall also be listed.
- The DFCM Director may not consider any bid submitted by a bidder if the bidder fails to submit a subcontractor list meeting the requirements of State law.
- List subcontractors for base bid as well as the impact on the list that the selection of any alternate may have.
- Bidder may not list more than one subcontractor to perform the same work.
- Bidder must list "Self" if performing work itself.

**LICENSURE:**

The subcontractor's name, the type of work, the subcontractor's bid amount, and the subcontractor's license number as issued by DOPL, if such license is required under Utah Law, shall be listed. Bidder shall certify that all subcontractors, required to be licensed, are licensed as required by State law. A subcontractor includes a trade contractor or specialty contractor and does not include suppliers who provide only materials, equipment, or supplies to a contractor or subcontractor.

**BIDDER LISTING 'SELF' AS PERFORMING THE WORK:**

Any bidder that is properly licensed for the particular work and intends to perform that work itself in lieu of a subcontractor that would otherwise be required to be on the subcontractor list, must insert the term 'Self' for that category on the subcontractor list form. Any listing of 'Self' on the sublist form shall also include the amount allocated for that work.

**'SPECIAL EXCEPTION':**

A bidder may list 'Special Exception' in place of a subcontractor when the bidder intends to obtain a subcontractor to perform the work at a later date because the bidder was unable to obtain a qualified or reasonable bid under the provisions of U.C.A. Section 63A-5-208(4). The bidder shall insert the term 'Special Exception' for that category of work, and shall provide documentation with the subcontractor list describing the bidder's efforts to obtain a bid of a qualified subcontractor at a reasonable cost and why the bidder was unable to obtain a qualified subcontractor bid. The Director must find that the bidder complied in good faith with State law requirements for any 'Special Exception' designation, in order for the bid to be considered. If awarded the contract, the Director shall supervise the bidder's efforts to obtain a qualified subcontractor bid. The amount of the awarded contract may not be adjusted to reflect the actual amount of the subcontractor's bid. Any listing of 'Special Exception' on the sublist form shall also include amount allocated for that work.

**INSTRUCTIONS AND SUBCONTRACTORS LIST FORM**  
**Page No. 2**

**GROUND FOR DISQUALIFICATION:**

The Director may not consider any bid submitted by a bidder if the bidder fails to submit a subcontractor list meeting the requirements of State law. Director may withhold awarding the contract to a particular bidder if one or more of the proposed subcontractors are considered by the Director to be unqualified to do the Work or for such other reason in the best interest of the State of Utah. Notwithstanding any other provision in these instructions, if there is a good faith error on the sublist form, at the sole discretion of the Director, the Director may provide notice to the contractor and the contractor shall have 24 hours to submit the correction to the Director. If such correction is submitted timely, then the sublist requirements shall be considered met.

**CHANGES OF SUBCONTRACTORS SPECIFICALLY IDENTIFIED ON SUBLIST FORM:**

Subsequent to twenty-four hours after the bid opening, the contractor may change its listed subcontractors only after receiving written permission from the Director based on complying with all of the following criteria.

- (1) The contractor has established in writing that the change is in the best interest of the State and that the contractor establishes an appropriate reason for the change, which may include, but not is not limited to, the following reasons: the original subcontractor has failed to perform, or is not qualified or capable of performing, and/or the subcontractor has requested in writing to be released.
- (2) The circumstances related to the request for the change do not indicate any bad faith in the original listing of the subcontractors.
- (3) Any requirement set forth by the Director to ensure that the process used to select a new subcontractor does not give rise to bid shopping.
- (4) Any increase in the cost of the subject subcontractor work is borne by the contractor.
- (5) Any decrease in the cost of the subject subcontractor work shall result in a deductive change order being issued for the contract for such decreased amount.
- (6) The Director will give substantial weight to whether the subcontractor has consented in writing to being removed unless the Contractor establishes that the subcontractor is not qualified for the work.

**EXAMPLE:**

Example of a list where there are only four subcontractors:

TYPE OF WORK	SUBCONTRACTOR, "SELF" OR "SPECIAL EXCEPTION"	SUBCONTRACTOR BID AMOUNT	CONT. LICENSE #
ELECTRICAL	ABCD Electric Inc.	\$350,000.00	123456789000
LANDSCAPING	"Self"	300,000.00	123456789000
CONCRETE (ALTERNATE #1)	XYZ Concrete Inc	298,000.00	987654321000
MECHANICAL	"Special Exception" (attach documentation)	Fixed at: 350,000.00	(TO BE PROVIDED AFTER OBTAINING SUBCONTRACTOR)

**PURSUANT TO STATE LAW - SUBCONTRACTOR BID AMOUNTS CONTAINED IN THIS  
SUBCONTRACTOR LIST SHALL NOT BE DISCLOSED UNTIL THE CONTRACT HAS BEEN AWARDED.**

**SUBCONTRACTORS LIST**

FAX TO 801-538-3677

PROJECT TITLE: \_\_\_\_\_

Caution: You must read and comply fully with instructions.

TYPE OF WORK	SUBCONTRACTOR, "SELF" OR "SPECIAL EXCEPTION"	SUBCONTRACTOR BID AMOUNT	CONT. LICENSE #

We certify that:

1. This list includes all subcontractors as required by the instructions, including those related to the base bid as well as any alternates.
2. We have listed "Self" or "Special Exception" in accordance with the instructions.
3. All subcontractors are appropriately licensed as required by State law.

FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

**NOTICE:** FAILURE TO SUBMIT THIS FORM, PROPERLY COMPLETED AND SIGNED, AS REQUIRED IN THESE CONTRACT DOCUMENTS, SHALL BE GROUNDS FOR DFCMS REFUSAL TO ENTER INTO A WRITTEN CONTRACT WITH BIDDER. ACTION MAY BE TAKEN AGAINST BIDDERS BID BOND AS DEEMED APPROPRIATE BY DFCM. ATTACH A SECOND PAGE IF NECESSARY.

# **FUGITIVE DUST PLAN**

The Contractor will fill out the form and file the original with the Division of Air Quality and a copy of the form with the Division of Facilities Construction & Management, prior to the issuance of any notice to proceed.

The Contractor will be fully responsible for compliance with the Fugitive Dust Control Plan, including the adequacy of the plan, any damages, fines, liability, and penalty or other action that results from noncompliance.



**Utah Division of Air Quality**

*April 20, 1999*

**GUIDANCE THAT MUST BE CONSIDERED IN DEVELOPING AND SUBMITTING A  
DUST CONTROL PLAN FOR COMPLIANCE WITH R307-309-3, 4, 5, 6, 7**

Source Information:

1. Name of your operation (source): provide a name if the source is a construction site.
2. Address or location of your operation or construction site.
3. UTM coordinates or Longitude/Latitude of stationary emission points at your operation.
4. Lengths of the project, if temporary (time period).
5. Description of process (include all sources of dust and fugitive dust). Please, if necessary, use additional sheets of paper for this description. Be sure to mark it as an attachment.
6. Type of material processed or disturbed.
7. Amount of material processed (tons per year, tons per month, lbs./hr., and applicable units).

8. Destination of product (where will the material produced be used or transported, be specific, provide address or specific location), information needed for temporary relocation applicants.
  
9. Identify the individual who is responsible for the implementation and maintenance of fugitive dust control measures. List name(s), position(s) and telephone number(s).
  
10. List, and attach copies of any contract lease, liability agreement with other companies that may, or will, be responsible for dust control on site or on the project.

**Description of Fugitive Dust Emission Activities**  
**(Things to consider in addressing fugitive dust control strategies.)**

1. Type of activities (drilling and blasting, road construction, development construction, earth moving and excavation, handling and hauling materials, cleaning and leveling, etc).
2. List type of equipment generating the fugitive dust.
3. Diagram the location of each activity or piece of equipment on site. Please attach the diagram.
4. Provide pictures or drawings of each activity. Include a drawing of the unpaved/paved road network used to move loads “on” and “off” property.
5. Vehicle miles travels on unpaved roads associated with the activity (average speed).
6. Type of dust emitted at each source (coal, cement, sand, soil, clay, dust, etc.)
7. Estimate the size of the release area at which the activity occurs (square miles). For haul or dirt roads include total miles of road in use during the activity.

## **Description of Fugitive Dust Emission Controls on Site**

Control strategies must be designed to meet 20% opacity or less on site (a lesser opacity may be defined by Approval Order conditions or federal requirements such as NSPS), and control strategies must prevent exceeding 10% opacity from fugitive dust at the property boundary (site boundary) for compliance with R307-309-3.

1. Types of ongoing emission controls proposed for each activity, each piece of equipment, and haul roads.
2. Types of additional dust controls proposed for bare, exposed surfaces (chemical stabilization, synthetic cover, wind breaks, vegetative cover, etc).
3. Method of application of dust suppressant.
4. Frequency of application of dust suppressant.
5. Explain what triggers the use of a special control measure other than routine measures already in place, such as covered loads or measures covered by a permit condition (increase in opacity, high winds, citizen complaints, dry conditions, etc).
6. Explain in detail what control strategies/measures will be implemented off-hours, i.e., Saturdays/Sundays/Holidays, as well as 6 PM to 6 AM each day.

## **Description of Fugitive Dust Control Off-site**

Prevent, to the maximum extent possible, deposition of materials, which may create fugitive dust on public and private paved roads in compliance with R307-309-5, 6, 7.

1. Types of emission controls initiated by your operation that are in place “off” property (application of water, covered loads, sweeping roads, vehicle cleaning, etc.).
  
2. Proposed remedial controls that will be initiated promptly if materials, which may create fugitive dust, are deposited on public and private paved roads.

Submit the Dust Control Plan to:

Executive Secretary  
Utah Air Quality Board  
POB 144820  
15 North 1950 West  
Salt Lake City, Utah 84114-4820

Phone: (801) 536-4000  
FAX: (801) 536-4099

## **Fugitive Dust Control Plan Violation Report**

When a source is found in violation of R307-309-3 or in violation of the Fugitive Dust Control Plan, the course must submit a report to the Executive Secretary within 15 days after receiving a Notice of Violation. The report must include the following information:

1. Name and address of dust source.
2. Time and duration of dust episode.
3. Meteorological conditions during the dust episode.
4. Total number and type of fugitive dust activities and dust producing equipment within each operation boundary. If no change has occurred from the existing dust control plan, the source should state that the activity/equipment is the same.
5. Fugitive dust activities or dust producing equipment that caused a violation of R-307-309-3 or the sources dust control plan.
6. Reasons for failing to control dust from the dust generating activity or equipment.
7. New and/or additional fugitive dust control strategies necessary to achieve compliance with R307-309-3, 4, 5, 6, or 7.
8. If it can not be demonstrated that the current approved Dust Control Plan can result in compliance with R307-309-3 through 7, the Dust Control Plan must be revised so as to demonstrate compliance with 307-309-3 through 7. Within 30 days of receiving a fugitive dust Notice of Violation, the source must submit the revised Plan to the Executive Secretary for review and approval.

Submit the Dust Control Plan to:

Executive Secretary	Phone: (801) 536-4000
Utah Air Quality Board	FAX: (801) 536-4099
POB 144820	
15 North 1950 West	
Salt Lake City, Utah 84114-4820	

Attachments: DFCM Form FDR R-307-309, Rule 307-309

## CONTRACTOR'S AGREEMENT

FOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THIS CONTRACTOR'S AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, hereinafter referred to as "DFCM", and \_\_\_\_\_, incorporated in the State of \_\_\_\_\_ and authorized to do business in the State of Utah, hereinafter referred to as "Contractor", whose address is \_\_\_\_\_.

WITNESSETH: WHEREAS, DFCM intends to have Work performed at \_\_\_\_\_.

WHEREAS, Contractor agrees to perform the Work for the sum stated herein.

NOW, THEREFORE, DFCM and Contractor for the consideration provided in this Contractor's Agreement, agree as follows:

**ARTICLE 1. SCOPE OF WORK.** The Work to be performed shall be in accordance with the Contract Documents prepared by \_\_\_\_\_ and entitled "\_\_\_\_\_"

The DFCM General Conditions ("General Conditions") dated May 25, 2005 on file at the office of DFCM and available on the DFCM website, are hereby incorporated by reference as part of this Agreement and are included in the specifications for this Project. All terms used in this Contractor's Agreement shall be as defined in the Contract Documents, and in particular, the General Conditions.

The Contractor Agrees to furnish labor, materials and equipment to complete the Work as required in the Contract Documents which are hereby incorporated by reference. It is understood and agreed by the parties hereto that all Work shall be performed as required in the Contract Documents and shall be subject to inspection and approval of DFCM or its authorized representative. The relationship of the Contractor to the DFCM hereunder is that of an independent Contractor.

**ARTICLE 2. CONTRACT SUM.** The DFCM agrees to pay and the Contractor agrees to accept in full performance of this Contractor's Agreement, the sum of \_\_\_\_\_ DOLLARS AND NO CENTS (\$\_\_\_\_\_.00), which is the base bid, and which sum also includes the cost of a 100% Performance Bond and a 100%

CONTRACTOR'S AGREEMENT  
PAGE NO. 2

Payment Bond as well as all insurance requirements of the Contractor. Said bonds have already been posted by the Contractor pursuant to State law. The required proof of insurance certificates have been delivered to DFCM in accordance with the General Conditions before the execution of this Contractor's Agreement.

**ARTICLE 3. TIME OF COMPLETION AND DELAY REMEDY.** The Work shall be Substantially Complete within \_\_\_\_\_ (\_\_\_\_) calendar days after the date of the Notice to Proceed. Contractor agrees to pay liquidated damages in the amount of \$\_\_\_\_\_ per day for each day after expiration of the Contract Time until the Contractor achieves Substantial Completion in accordance with the Contract Documents, if Contractor's delay makes the damages applicable. The provision for liquidated damages is: (a) to compensate the DFCM for delay only; (b) is provided for herein because actual damages can not be readily ascertained at the time of execution of this Contractor's Agreement; (c) is not a penalty; and (d) shall not prevent the DFCM from maintaining Claims for other non-delay damages, such as costs to complete or remedy defective Work.

No action shall be maintained by the Contractor, including its or Subcontractor or suppliers at any tier, against the DFCM or State of Utah for damages or other claims due to losses attributable to hindrances or delays from any cause whatsoever, including acts and omissions of the DFCM or its officers, employees or agents, except as expressly provided in the General Conditions. The Contractor may receive a written extension of time, signed by the DFCM, in which to complete the Work under this Contractor's Agreement in accordance with the General Conditions.

**ARTICLE 4. CONTRACT DOCUMENTS.** The Contract Documents consist of this Contractor's Agreement, the Conditions of the Contract (DFCM General Conditions, Supplementary and other Conditions), the Drawings, Specifications, Addenda and Modifications. The Contract Documents shall also include the bidding documents, including the Invitation to Bid, Instructions to Bidders/ Proposers and the Bid/Proposal, to the extent not in conflict therewith and other documents and oral presentations that are documented as an attachment to the contract.

All such documents are hereby incorporated by reference herein. Any reference in this Contractor's Agreement to certain provisions of the Contract Documents shall in no way be construed as to lessen the importance or applicability of any other provisions of the Contract Documents.

**ARTICLE 5. PAYMENT.** The DFCM agrees to pay the Contractor from time to time as the Work progresses, but not more than once each month after the date of Notice to Proceed, and only upon Certificate of the A/E for Work performed during the preceding calendar month, ninety-five percent (95%) of the value of the labor performed and ninety-five percent (95%) of the value of materials furnished in place or on the site. The Contractor agrees to furnish to the DFCM invoices for materials purchased and on the site but not installed, for which the Contractor requests payment and agrees to



safeguard and protect such equipment or materials and is responsible for safekeeping thereof and if such be stolen, lost or destroyed, to replace same.

Such evidence of labor performed and materials furnished as the DFCM may reasonably require shall be supplied by the Contractor at the time of request for Certificate of Payment on account. Materials for which payment has been made cannot be removed from the job site without DFCM's written approval. Five percent (5%) of the earned amount shall be retained from each monthly payment. The retainage, including any additional retainage imposed and the release of any retainage, shall be in accordance with UCA 13-8-5 as amended. Contractor shall also comply with the requirements of UCA 13-8-5, including restrictions of retainage regarding subcontractors and the distribution of interest earned on the retention proceeds. The DFCM shall not be responsible for enforcing the Contractor's obligations under State law in fulfilling the retention law requirements with subcontractors at any tier.

**ARTICLE 6. INDEBTEDNESS.** Before final payment is made, the Contractor must submit evidence satisfactory to the DFCM that all payrolls, materials bills, subcontracts at any tier and outstanding indebtedness in connection with the Work have been properly paid. Final Payment will be made after receipt of said evidence, final acceptance of the Work by the DFCM as well as compliance with the applicable provisions of the General Conditions.

Contractor shall respond immediately to any inquiry in writing by DFCM as to any concern of financial responsibility and DFCM reserves the right to request any waivers, releases or bonds from Contractor in regard to any rights of Subcontractors (including suppliers) at any tier or any third parties prior to any payment by DFCM to Contractor.

**ARTICLE 7. ADDITIONAL WORK.** It is understood and agreed by the parties hereto that no money will be paid to the Contractor for additional labor or materials furnished unless a new contract in writing or a Modification hereof in accordance with the General Conditions and the Contract Documents for such additional labor or materials has been executed. The DFCM specifically reserves the right to modify or amend this Contractor's Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work.

**ARTICLE 8. INSPECTIONS.** The Work shall be inspected for acceptance in accordance with the General Conditions.

**ARTICLE 9. DISPUTES.** Any dispute, PRE or Claim between the parties shall be subject to the provisions of Article 7 of the General Conditions. DFCM reserves all rights to pursue its rights and remedies as provided in the General Conditions.

**ARTICLE 10. TERMINATION, SUSPENSION OR ABANDONMENT.** This Contractor's Agreement may be terminated, suspended or abandoned in accordance with the General Conditions.

**ARTICLE 11. DFCM'S RIGHT TO WITHHOLD CERTAIN AMOUNT AND MAKE USE THEREOF.** The DFCM may withhold from payment to the Contractor such amount as, in DFCM's judgment, may be necessary to pay just claims against the Contractor or Subcontractor at any tier for labor and services rendered and materials furnished in and about the Work. The DFCM may apply such withheld amounts for the payment of such claims in DFCM's discretion. In so doing, the DFCM shall be deemed the agent of Contractor and payment so made by the DFCM shall be considered as payment made under this Contractor's Agreement by the DFCM to the Contractor. DFCM shall not be liable to the Contractor for any such payment made in good faith. Such withholdings and payments may be made without prior approval of the Contractor and may be also be prior to any determination as a result of any dispute, PRE, Claim or litigation.

**ARTICLE 12. INDEMNIFICATION.** The Contractor shall comply with the indemnification provisions of the General Conditions.

**ARTICLE 13. SUCCESSORS AND ASSIGNMENT OF CONTRACT.** The DFCM and Contractor, respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement, and to partners, successors, assigns and legal representatives of such other party with respect to all covenants, provisions, rights and responsibilities of this Contractor's Agreement. The Contractor shall not assign this Contractor's Agreement without the prior written consent of the DFCM, nor shall the Contractor assign any moneys due or to become due as well as any rights under this Contractor's Agreement, without prior written consent of the DFCM.

**ARTICLE 14. RELATIONSHIP OF THE PARTIES.** The Contractor accepts the relationship of trust and confidence established by this Contractor's Agreement and covenants with the DFCM to cooperate with the DFCM and A/E and use the Contractor's best skill, efforts and judgment in furthering the interest of the DFCM; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best and most expeditious and economic manner consistent with the interests of the DFCM.

**ARTICLE 15. AUTHORITY TO EXECUTE AND PERFORM AGREEMENT.** Contractor and DFCM each represent that the execution of this Contractor's Agreement and the performance thereunder is within their respective duly authorized powers.

**ARTICLE 16. ATTORNEY FEES AND COSTS.** Except as otherwise provided in the dispute resolution provisions of the General Conditions, the prevailing party shall be entitled to reasonable attorney fees and costs incurred in any action in the District Court and/or appellate body to enforce this Contractor's Agreement or recover damages or any other action as a result of a breach thereof.

CONTRACTOR'S AGREEMENT  
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**IN WITNESS WHEREOF**, the parties hereto have executed this Contractor's Agreement on the day and year stated hereinabove.

**CONTRACTOR:** \_\_\_\_\_

\_\_\_\_\_  
Signature Date

Title: \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

\_\_\_\_\_  
Please type/print name clearly

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, \_\_\_\_\_, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he (she) is the \_\_\_\_\_ (title or office) of the firm and that said document was signed by him (her) in behalf of said firm.

(SEAL)

\_\_\_\_\_  
**Notary Public**

My Commission Expires \_\_\_\_\_

APPROVED AS TO AVAILABILITY  
OF FUNDS:

\_\_\_\_\_  
David D. Williams, Jr. Date  
DFCM Administrative Services Director

**DIVISION OF FACILITIES  
CONSTRUCTION AND MANAGEMENT**

\_\_\_\_\_  
- Manager Date  
Capital Development/Improvements

APPROVED AS TO FORM:  
ATTORNEY GENERAL  
May 25, 2005  
By: Alan S. Bachman  
Asst Attorney General

APPROVED FOR EXPENDITURE:  
\_\_\_\_\_  
Division of Finance Date

**PERFORMANCE BOND**  
(Title 63, Chapter 56, U. C. A. 1953, as Amended)

That \_\_\_\_\_ hereinafter referred to as the "Principal" and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_ and authorized to transact business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah, hereinafter referred to as the "Obligee," in the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written Contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to construct \_\_\_\_\_ in the County of \_\_\_\_\_, State of Utah, Project No. \_\_\_\_\_, for the approximate sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which Contract is hereby incorporated by reference herein.

**NOW, THEREFORE**, the condition of this obligation is such that if the said Principal shall faithfully perform the Contract in accordance with the Contract Documents including, but not limited to, the Plans, Specifications and conditions thereof, the one year performance warranty, and the terms of the Contract as said Contract may be subject to Modifications or changes, then this obligation shall be void; otherwise it shall remain in full force and effect.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the state named herein or the heirs, executors, administrators or successors of the Owner.

The parties agree that the dispute provisions provided in the Contract Documents apply and shall constitute the sole dispute procedures of the parties.

**PROVIDED, HOWEVER**, that this Bond is executed pursuant to the Provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**WITNESS OR ATTESTATION:**

**PRINCIPAL:**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
(Seal)

Title: \_\_\_\_\_

**WITNESS OR ATTESTATION:**

**SURETY:**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-Fact (Seal)

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney in-fact of the above-named Surety Company and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires: \_\_\_\_\_

Resides at: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**Agency:** \_\_\_\_\_  
**Agent:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_

Approved As To Form: May 25, 2005  
By Alan S. Bachman, Asst Attorney General

# PAYMENT BOND

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

## KNOW ALL PERSONS BY THESE PRESENTS:

That \_\_\_\_\_ hereinafter referred to as the "Principal," and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ authorized to do business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); with its principal office in the City of \_\_\_\_\_, hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah hereinafter referred to as the "Obligee," in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written Contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to construct \_\_\_\_\_ in the County of \_\_\_\_\_, State of Utah, Project No. \_\_\_\_\_ for the approximate sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which contract is hereby incorporated by reference herein.

**NOW, THEREFORE**, the condition of this obligation is such that if the said Principal shall pay all claimants supplying labor or materials to Principal or Principal's Subcontractors in compliance with the provisions of Title 63, Chapter 56, of Utah Code Annotated, 1953, as amended, and in the prosecution of the Work provided for in said Contract, then, this obligation shall be void; otherwise it shall remain in full force and effect.

That said Surety to this Bond, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or to the Work to be performed thereunder, or the specifications or drawings accompanying same shall in any way affect its obligation on this Bond, and does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to the Work or to the specifications or drawings and agrees that they shall become part of the Contract Documents.

**PROVIDED, HOWEVER**, that this Bond is executed pursuant to the provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

## WITNESS OR ATTESTATION:

## PRINCIPAL:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

(Seal)

Title: \_\_\_\_\_

## WITNESS OR ATTESTATION:

## SURETY:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact (Seal)

STATE OF \_\_\_\_\_)

) ss.

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires: \_\_\_\_\_

Resides at: \_\_\_\_\_

NOTARY PUBLIC

Agency: \_\_\_\_\_  
Agent: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Approved As To Form: May 25, 2005  
By Alan S. Bachman, Asst Attorney General



## Division of Facilities Construction and Management

## CHANGE ORDER # \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

AGENCY OR INSTITUTION: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_

ARCHITECT: \_\_\_\_\_

DATE: \_\_\_\_\_

CONSTRUCTION CHANGE DIRECTIVE NO.	PROPOSAL REQUEST NO.	AMOUNT		DAYS	
		INCREASE	DECREASE	INCREASE	DECREASE

	Amount	Days	Date
ORIGINAL CONTRACT			
TOTAL PREVIOUS CHANGE ORDERS			
TOTAL THIS CHANGE ORDER			
ADJUSTED CONTRACT			

DFCM and Contractor agree that the terms, contract sum, scope of the Work and time specified in this Change Order shall constitute the full accord and satisfaction, and complete adjustment to the Contract and includes all direct and indirect costs and effects related to, incidental to, and/or reasonably implied from such change in the contract terms, sum, scope of the Work and time.

Contractor: \_\_\_\_\_

Date

Architect/Engineer: \_\_\_\_\_

Date

Agency or Institution: \_\_\_\_\_

Date

DFCM: \_\_\_\_\_

Date

Funding Verification: \_\_\_\_\_

Date

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# CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT \_\_\_\_\_ PROJECT NO: \_\_\_\_\_  
AGENCY/INSTITUTION \_\_\_\_\_

AREA ACCEPTED

The Work performed under the subject Contract has been reviewed on this date and found to be Substantially Completed as defined in the General Conditions; including that the construction is sufficiently completed in accordance with the Contract Documents, as modified by any change orders agreed to by the parties, so that the State of Utah can occupy the Project or specified area of the Project for the use for which it is intended.

The DFCM - (Owner) accepts the Project or specified area of the Project as Substantially Complete and will assume full possession of the Project or specified area of the Project at \_\_\_\_\_ (time) on \_\_\_\_\_ (date).

The DFCM accepts the Project for occupancy and agrees to assume full responsibility for maintenance and operation, including utilities and insurance, of the Project subject to the itemized responsibilities and/or exceptions noted below:

The Owner acknowledges receipt of the following closeout and transition materials:

- |  |  |   |  |
|--|--|---|--|
| <input type="checkbox"/> As-built Drawings | <input type="checkbox"/> O & M Manuals | <input type="checkbox"/> Warranty Documents | <input type="checkbox"/> Completion of Training Requirements |
|--|--|---|--|

A list of items to be completed or corrected (Punch List) is attached hereto. The failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents, including authorized changes thereof. The amount of \_\_\_\_\_ (Twice the value of the punch list work) shall be retained to assure the completion of the punch list work.

The Contractor shall complete or correct the Work on the list of (Punch List) items appended hereto within \_\_\_\_\_ calendar days from the above date of issuance of this Certificate. The amount withheld pending completion of the list of items noted and agreed to shall be: \$ \_\_\_\_\_. If the list of items is not completed within the time allotted the Owner has the right to be compensated for the delays and/or complete the work with the help of independent contractor at the expense of the retained project funds. If the retained project funds are insufficient to cover the delay/completion damages, the Owner shall be promptly reimbursed for the balance of the funds needed to compensate the Owner.

\_\_\_\_\_  
 CONTRACTOR (include name of firm)

by: \_\_\_\_\_  
 (Signature) \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_ by: \_\_\_\_\_  
A/E (include name of firm) (Signature) DATE

\_\_\_\_\_  
 USING INSTITUTION OR AGENCY

by: \_\_\_\_\_  
 (Signature) \_\_\_\_\_ DATE \_\_\_\_\_

by: \_\_\_\_\_

DFCM (Owner) (Signature) DATE

4110 State Office Building, Salt Lake City, Utah 84114 cc:  
telephone 801-538-3018 • facsimile 801-538-3267 • <http://dfcm.utah.gov>

Parties Noted  
DFCM, Director

# **SPECIFICATIONS / SCOPE OF WORK**

## **PART 1: GENERAL SPECIFICATIONS**

- 1.01      **SCOPE:**      Deliver and install approximately 760 fixed auditorium chairs with upholstered seat and back, and aisle and center standards, all as specified, riser mounted, with spring return self-lifting seat which raises automatically to a uniform 3/4 fold position.
- 1.02      **ADA:** Comply with ADA (Americans with Disabilities Act) Rules and Regulations.
- 1.03      **SIZES:** Varying lateral sizes of backs shall be used in accordance with approved seating plans, with standards in each row spaced laterally so that the end standards shall be in alignment from first to last row whether aisles are of constant or converging width.
- 1.04      **SHOP DRAWINGS:**      Submit a complete seating plan developed from the contract drawings, showing all chairs, sizes, and aisle widths. Assume complete responsibility for the accuracy of all chair measurements shown on the seating plan.
- 1.05      **EXAMINATION & ACCEPTANCE OF WORK IN PLACE:** Examine work in place on which seating work is dependent. Defects which may influence satisfactory completion and performance of seating work shall be corrected in accordance with the requirements of the applicable section of work prior to commencement of seating work.
- 1.06      **FIELD MEASUREMENTS:**      Take field measurements to verify or supplement dimensions indicated. Be responsible for accurate fit of work.
- 1.07      **MATERIALS AND WORKMANSHIP:**
  - a.      Provide new materials of types specified.
  - b.      Turn over all work to the owner in undamaged condition.
  - c.      Provide workmanship of the best quality by craftsmen skilled in their respective trades.
- 1.08      **FIRE PERFORMANCE CHARACTERISTICS OF UPHOLSTERED SEATING:**      Chairs provided shall have been tested and certified as complying with BIFMA Voluntary Upholstered Furniture Flammability Standard BIFMA X5.7-1991 sponsored by the Business and Institutional Furniture Manufacturer's Association.



- 1.09      **QUALITY ASSURANCE:**      To assure high and satisfactory quality, design, color and operation of products, reference has been made to brand names; however, it is not intended to limit competition and items of brands that are equal will be given full consideration.

**BASE SPECIFICATION:**

**SPECIFIED**

Irwin Seating Company

**FIXED CHAIR**

#291246    Rialto

- 1.10      **RESPONSIBILITY OF BIDDER:**      The bidder must provide the following with his bid:
- a.      Bidder shall submit a list of five (5) seating projects of similar size which have been in service for 5 years or longer. Projects submitted shall incorporate chairs with seats, backs and standards consistent with those offered on this project.
- 1.11      **DELIVERY:** Deliver the seating at a proper time for installation that will not interfere with other trades operating in the building. Bid seating for installation and completion in 1<sup>st</sup> quarter 2007, or as directed by owner after that date.
- 1.12      **WARRANTY:**
- a.      Provide a manufacturer's warranty covering the material and workmanship for a period of one year from date of final acceptance.
- b.      Repair or replace any part which becomes defective during the warranty period, excepting where the product has been subject to accident, alterations, abuse, misuse or neglect.

**PART 2: MATERIAL SPECIFICATIONS**

- 2.01      **STEEL:**      Steel shall be the primary structural material for all chair components, including aisle and center standards, seat support mechanisms, and back component attachment. Steel structural components shall be die-formed according to modern manufacturing methods, and assembled by means of state-of-the-art MIG welding processes. All steel shall have smooth surfaces and be of sufficient gauge thickness and designed to withstand strains of normal use and abuse.
- 2.02      **WOOD:**      Plywood, exposed or concealed, shall be hardwood. All plywood shall be hot press laminated using high frequency process. Interior plys shall be Class 3 or better. Exposed exterior plys shall be Class 1, continuous, and selected as to color. Solid hardwood shall be clear and shall

be selected as to color. All exposed hardwood, solid or veneer, shall be Walnut.

2.03 PLASTIC COMPONENTS:

- a. Plastic laminate shall be minimum 0.030 inch thickness, composed of a core of kraft papers impregnated with phenolic resins, a decorative surface sheet, and overlay sheet containing melamine. Layers are fused together under pressures in excess of 1000 PSI, and temperatures over 275 degrees. Plastic laminate shall meet or exceed performance standards as established by N.E.M.A.
- b. Plastic shall have a maximum burn rate of 1" per minute when tested in accordance with ASTM D635, or Department of Transportation Motor Vehicle Safety Standard No. 302.

2.04 PADDING MATERIAL: Seat and back padding material shall be of new (prime manufacture) polyurethane foam. Padding material shall comply with the flammability requirements outlined in the California Technical Information Bulletin #117, Resilient Cellular Materials, Section A & D, dated February 1975, when tested in accordance with Federal Test Method Standard 191, Method 5903.2.

2.05 FABRIC: Current selection is Momentum Textiles, Posh, Bordeaux. A specification for upholstered chairs is expected to contain a description of upholstery fabric required, otherwise the seating contractor must base a bid on his own choice. A wide variety of upholstery materials are available from a multitude of sources, including a variety of Irwin-approved fabrics. Designer has great discretion in the fabric to be used. It is recommended that auditorium chair upholstery fabrics offer resistance to abrasion, stretch, seam failure when sewn, crocking, and allow finished chairs to have a reasonable cost. Further, it is recommended that fabric shall meet Class 1 flammability requirements of the U.S. Department of Commerce Commercial Standard 191-53 per Bulletin #117 (California Code).

2.06 FINISH:

- a. Metal Parts: All exposed metal parts shall be powder coated with a hybrid thermosetting powder coat finish. The powder coat finish shall be applied by electrostatic means to a thickness of 2 - 2.5 mils, and shall provide a durable coating having a 2H Pencil hardness. Prior to powder coating, metal parts shall be treated with a five-stage bonderization process for superior finish adhesion, and after coating shall be oven baked to cause proper flow of the epoxy powder to result in a smooth, durable finish. Manufacturer's standard color range shall be used.
- b. Wood Parts: All exposed surfaces shall be stained to color selected and coated with lacquer of sufficient film depth to afford wear

- resistance of institutional quality and oven baked.
- c. Plastic Parts: Color of plastic shall be selected from manufacturer's standard color range.
- d. Hardware: All assembly hardware shall be rust resistant, black plated.

### PART 3 CONSTRUCTION

3.01 UPHOLSTERED CHAIR BACKS: Backs shall be upholstered and padded on their face with an exposed Walnut veneer, stained to a Rosewood color "Designer" panel. The shape of the backs shall be gently curved at the center of the top and more rounded at the sides to blend with the vertical edges of the back; and shall be narrowed slightly at the middle of the sides, accentuating a flare of the top of the back, and providing a pleasing visual effect. Backs shall be fabricated with the upholstery and rear panels enclosing a 5/16 inch diameter continuous welt of matching fabric and shall be fabricated to an approximate 24" radius. Attachment of the rear panel shall be by a concealed fastening system.

- a. Upholstery panel: The upholstery panel shall be 7/16" thick, 5-ply hardwood plywood and shall be padded with a 2" thick polyurethane foam pad and covered over its full face with the fabric selected. The poly foam pad shall be securely cemented to the plywood inner panel and the upholstery fabric shall be securely fastened to the hardwood inner panel by means of upholstery staples to facilitate ease of reupholstering. The wings for the attachment of the complete back to the standards shall be not less than 14 gauge (.0747") steel, firmly secured to the back by concealed threaded washers. Back wings shall have provision for 16 degree and 20 degree pitch.
- b. The exposed rear "Designer" panel shall be 5-ply, 5/16" hardwood veneer formed to the same radius as the upholstery panel. The rear panel shall be long enough to protect the chair seat from the rear. The rear of the back shall be surfaced with vertical-grain wood veneer of the species selected, and finished to the stain color selected. The rear panel shall be attached to the upholstery panel with not less than 10 bronze plated tamper-proof screws, counter sunk flush with the rear panel.

3.02 UPHOLSTERED SELF-LIFTING SEAT: Steel or Plastic Pan  
Seats shall be upholstered on their face with deep, plush serpentine spring cushions supported by a formed steel foundation pan, and shall be automatically self-lifting to a 3/4 fold position when unoccupied. The seats shall be certified to withstand a 600 lbs. static load, laterally distributed three inches from the leading edge of the seat. The seat shall also be certified to pass seat cycle oscillation testing, ASTM Designation F851-87 Test Method

for Self-Rising Seat Mechanism, and sandbag testing.

#### Steel Seat Pan

- a. The seat cushion shall have a base structure of five serpentine springs spanning an extra heavy 14 gauge steel frame, formed to a channel, welded for precision fit into the steel foundation pan. Serpentine arch springs spanning the frame shall be secured to the cushion frame by insulated squeak-proof clips, and shall be isolated from the polyurethane cushion by a tough, durable, non-woven, non-vegetable chafing barrier. The seat cushion shall have an extended front, high resilient polyurethane foam pad, molded to the contour of the springs on the bottom and providing a flat surface on the top of the cushion with a crisp, waterfall leading edge.

Height of the cushion at the front edge shall be consistent at approximately 4" above the steel foundation. Polyurethane foam, to insure a high and satisfactory cushion quality, shall possess the following values:

Density: 3.3 - 3.8 lbs.	Sag Factor: 2.5 Min.
I.F.D. (25%): 26 lbs.,	Flex-Fatigue (50 lbs. + or - 3 lbs. load): 10% Maximum

The specified fabric, carefully tailored, shall be of panel-side construction, secured around the perimeter of the cushion frame by case hardened spring clips which permit ease of re-upholstery. The seat cushion assembly shall be securely locked into the seat pan by positive, high strength spring clips which prevent unauthorized removal of cushions, yet can be quickly removed from the seat foundation without removal of screws or bolts.

#### Plastic Seat Pan

- a. The seat cushion shall have a base structure of five serpentine springs spanning a structural, injection molded, glass-filled polypropylene frame. Serpentine arch springs spanning the frame shall be isolated from the polyurethane foam cushion by a tough, durable, non-woven, non-vegetable chafing barrier integrally molded with the cushion. The seat cushion shall have an extended front, high resilient polyurethane foam pad, molded to the contour of the springs on the bottom and providing a flat surface on the top of the cushion with a crisp, waterfall leading edge. Height of the cushion at the front edge shall be consistent at approximately 3-1/2" above the foundation. The specified fabric, carefully tailored, shall be of panel-side construction, secured around the perimeter of the cushion frame by means of a drawstring and staples. The seat cushion assembly shall be securely

locked to the seat foundation, preventing unauthorized removal; but facilitating convenient removal by trained maintenance personnel.

- b. Seat foundation shall be 25% glass-filled, injection molded polypropylene, strengthened by deep internal ribs and gussets, completely enclosing the self-lifting hinge mechanism, and providing an attractive, decorative bottom surface for the seat. Bolted attachment of the seat component to the chair structure shall be concealed by a color-coordinated plastic cap to present a finished, refined appearance. Bottom decorative surface shall be textured matching other plastic components in color.
- c. When unoccupied, the seat shall quietly and automatically rise to a 3/4 fold position, and upon a slight rearward pressure, shall achieve full-fold, allowing the patron additional passing room. The seat shall rotate on two, molded, structural, glass-filled nylon hinge rods in internally molded channels with integral downstops for exceptional strength. Seat-lift shall be accomplished by compression springs and lubricated plastic cams, providing quiet gentle seat uplift. Downstops and upstops shall be non-metallic, eliminating plangent noise and providing quiet operation.

3.03 STANDARDS: Cast Iron or Steel

- a. Cast Aisle standards shall be modern pedestal-design, Class 25 cast gray iron, one-piece standards, and shall be fitted with cast iron decorative inserts providing an attractive, closed end. The decorative cast panels shall fit securely to the supporting casting, and shall provide a pleasing appearance with a horizontal hood, and a raised center area to serve also as a land for mounting row identification plates, if specified.
- b. Riser Mounting: Standards shall be cast to be compatible with the riser heights to place chairs in a proper proximity to the riser face, while maintaining proper seat and back height and angle.
- c. Steel Aisle Standards: Aisle standards shall be of modern pedestal design with decorator panels of the hardwood species specified, shaped and contoured to enhance and complement the design of the seat and back. The hardwood panels shall be 1-1/2" thick, and designed to cover the front and back edges of the standard. Shall be made of the same material as the other exposed hardwood components and shall act in concert with other components to evince a unity of design. Structure of the aisle standards shall be provided by 1" x 3" rectangular columns of 14 gauge (.0747) steel. A formed panel of 14

ga. (.0747") steel shall be welded to the column to accept a decorator panel. The top of the column shall be provided with two formed steel dovetail lugs for secure attachment of the armrests. Brackets for seat attachment shall be 7 gauge (.1875") buttressed steel welded on the inside of the standard.

- d. Center Standards: Center standards shall be of welded steel, modern pedestal design, fabricated of 14 gauge (.0747") steel to a 1" x 3" rectangular column. Brackets for seat support shall be 7 gauge (.1875") steel for superior strength, formed with an integral support buttress, and wing plates for mounting backs shall be 14 ga. (.0747") steel; both MIG-welded to the pedestal column to form a coherent unit. The top of the column shall be provided with two formed steel dovetails for secure attachment of the armrests.

3.04 ARMRESTS: Armrests shall be solid Walnut of scrolled shape, all edges well rounded. Armrests shall be furnished with two (2) keyhole slots in the bottom and shall lock securely to dovetail lugs provided on aisle and center standards.

3.05 NUMBER AND LETTER PLATES: A numbering system shall be provided for identification of all chairs. Number and shall be furnished as shown on the approved seating layout, and shall be 5/8" x 1-5/8" with a bronze finish and black Helvetica Medium letters and numerals. The seat pans shall be recessed at the center of the front edge for the number plates, and the plates shall be attached by two (2) pop rivets. Letter plates shall be 2" diameter attached in a recess in the aisle end standard by two (2) escutcheon pins. Attaching hardware shall have a bronze finish compatible to plates.

3.06 DONOR PLATES: Shall be provided for all chairs and shall be located in a suitable recess centered, 2" from the top in the wood back. Donor plates shall be 7/8" by 2-1/2" with a polished brass surface and adhesive backing. Donor plates shall be delivered to the owner at a proper time for engraving by the owner, and then shall be installed in the armrests by the chair installer at the time of installation.

3.07 HANDICAPPED ACCESS AISLE STANDARDS: Aisle standards designated on the contract drawings shall be arranged for easy access by handicapped individuals and shall be designed to allow the individual to transfer easily from a wheelchair to the theatre chair. The aisle standard support column shall be inclined to the rear at the top by 16 degrees, and shall be equipped with an armrest capable of lifting to a position parallel with the chair back, opening sideways access to the seat. Aisle standards so equipped shall be provided with a label, displaying an easily recognizable

"handicapped" symbol. Decorative requirements of aisle standards are waived for the Handicapped Access Standards.

**PART 4: EXECUTION**

4.01 **SCOPE OF WORK:** The installation shall be performed by the successful bidder, under the direction of a capable installation superintendent, in a manner satisfactory to the Architect, and the job turned over to the owner with all chairs complete and ready to use.

4.02 **METHOD OF INSTALLATION:** The seating plan shall be reproduced on the floor, all dimensions checked against the plan and necessary adjustments made in the layout for all discrepancies.

Chairs shall be attached by means of an approved style of wedge-type, zinc plated expansion anchors installed strictly according to the manufacturers' instructions. Riser mount chairs shall be attached with 3/8" expansion anchors by not less than 3-1/4" long. There shall be two (2) bolts per standard.

4.03 **CLEANING:** Remove all debris caused by this work from the premises.